



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **CAM/22UH/MNR/2023/0017
P:PAPERREMOTE**

Property : **28 Holt Way Chigwell Essex IG7 4HL**

Applicant : **Mr Zia Stanekzai and
Mrs Lida Stanekzai**

Representative : **-**

Respondent : **Mr Dipesh Shantilal Vekaria
And Mrs Anisha Hirji Vekaria**

Representative : **-**

Date of Application : **2 February 2023**

Type of Application : **Determination of the market rent
under Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **17 April 2023
on the papers.**

DECISION

The market rent as at 5 February 2023 is £1350 per month.

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted.

Background

1. On 2 February 2023, the tenants referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which was dated 3 January 2023 proposed a rent of £1400 per month with effect from 5 February 2023 in place of the existing rent of £1250 per month which had been payable from the beginning of the tenancy.
3. The tenants occupy under a periodic tenancy which commenced on the expiry of their original tenancy for twelve months from 5 June 2021.
4. Directions were issued by the tribunal on 21 February 2023.
5. The parties did not object to the matter being dealt with on the papers. Prior to which both the landlord and tenant sent their submissions to the tribunal.

The Evidence

6. The tenants described the house as being an end terrace house comprising a living room and kitchen on the ground floor and one double and a single bedroom and bathroom/wc on the first floor. The house is double glazed and centrally heated. The landlord had provided the white goods, floor coverings and curtains. There was no door to the kitchen.
7. The tenants referred to the asking rents of a number of two bedroomed flats and one two bedroomed house. The house which was situated in a cul de sac, and from the details appeared more modern, was closer to the underground station, it was available for £1400 per month.
8. The landlord stated that houses nearby let for between £1400 and £1600 per month. A local agent had advised that he could achieve £1550 per month.
9. The landlord referred to two two bedroom houses on the market at asking rents of £1400 and £1600 per month. The former had two double bedrooms, it was in a cul de sac close to Grange Hill Station, the latter was much closer to Grange Hill station than the subject, however no further details were available. A third one bedroom house available for £1300 per month was also referred to. It appeared to be a much more modern house than the subject.

The law

10. In accordance with the terms of section 14 Housing Act 1988 I proceeded to determine the rent at which I considered that the subject

property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.

11. In so doing it, as required by section 14(1), I ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

Valuation

12. In coming to my decision, I relied on the comparables provided by the landlord and tenant and my own general knowledge of rents in Chigwell. The information apparently provided by a local agent was not supported by any documentation or other evidence. The asking rents of both the landlord's and tenants' comparables supported £1400 per month for a two double bedroom house closer to the underground station than the subject premises.
13. I concluded that the rent at which this property might reasonably be expected to be let on the open market as at 5 February 2023 was £1350 per month.

The decision

14. I determine the open market rental value of the premises is £1350 per month effective from 5 February 2023, being the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 17 April 2023

ANNEX - RIGHTS OF APPEAL

- i. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
- ii. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- iii. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

- iv. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
- (b) which begins at the beginning of the new period specified in the notice;
- (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
- (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded—

- (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
- (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
- (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is

a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

(a) that it was carried out not more than twenty-one years before the date of service of the notice; and

(b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

